



Liability Waiver & Custom Programming Agreement

Client Information	
First Name:	Last Name:

EFT Authorization: I hereby authorize Ultimate Health and Performance to transfer electronic funds on an automatic basis from the checking, savings, or credit card account I specified for my training/coaching sessions. This authorization is to remain effective until Ultimate Health and Performance has collected for all charges assessed in connection with the terms and conditions of this Agreement. Applicable charges include personal training bills, any monthly memberships in which I have enrolled, along with any retail charges accrued to my account. I agree to update my billing information as needed.

Ultimate Health and Performance agrees to provide and I agree to purchase competent instruction, supervised by qualified personnel trained in the procedures and traditions of such activities. (Henceforth referred to as "Training.")

The Client acknowledges and agrees as follows:

1. Ultimate Health and Performance or any party designated by Ultimate Health and Performance may photograph or film me while I attend the premises of Ultimate Health and Performance and use of any and all such photos, video footage and/or video streaming for promotion, sales, publicity and advertising purposes for all media, including, but not limited to, the Internet, without compensation and without any further consent on my part.
2. The required physical exertion may be strenuous and cause physical injury, and I am fully aware of the risks and hazards involved. I hereby represent that I am physically fit to receive and participate in the prescribed course of instruction. I acknowledge that I have been advised to consult with a physician prior to and regarding my participation in the Training and that my physician has confirmed to me that I have no medical condition which would affect my full participation in the Training.
3. I will comply with all the rules and regulations of Ultimate Health and Performance now in existence and as modified in the future.
4. I confirm that the provisions in this Agreement constitute the entire agreement between the parties hereto and supersede all prior communications, proposals, representations and agreements, whether oral or written with respect to the subject matter of this Agreement.
5. Ultimate Health and Performance is committed to protecting the privacy of personal information of our customers. We make every effort to ensure that the information you share with us is recorded accurately, retained securely and used only according to your wishes. We collect personal details necessary to communicate with you, and manage our ongoing business relationship with you.
6. I acknowledge my right to a printed copy of this Agreement at any time.
7. I understand my rights and obligations as stated above. I confirm that I am the full age of eighteen years and that I have read and understood this release and waiver of liability and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to claim damages which I or my heirs, executors, administrators, successors or assigns may have against Ultimate Health and Performance.

Signature

Printed Name

Date

